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9  
10 **UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

11 DENISE ALLEN and KENNETH  
12 ALLEN,

13 Plaintiffs,

14 vs.

15 BATH & BODY WORKS, LLC, et al.,

16 Defendants.

CASE NO. 2:18-cv-08362-AB-RAO  
(Hon. Andre Birotte Jr., Judge)  
(LASC CASE NO. MC 028186)

STIPULATED PROTECTIVE ORDER

MAGISTRATE: HON. ROZELLA A.  
OLIVER  
COURTROOM: 590

DATE CASE FILED: 7/26/2018  
TRIAL DATE: 11/17/2020

21  
22 The parties to this Stipulated Protective Order (“Order”) have agreed to the  
23 terms of this Order; accordingly, it is ORDERED:

24 **1. A. PURPOSES AND LIMITATIONS**

25  
26 Discovery in this action is likely to involve production of confidential,  
27  
28 proprietary or private information for which special protection from public

disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

**B. GOOD CAUSE STATEMENT**

This action is likely to involve information (a) prohibited from disclosure by statute, (b) information that reveals trade secrets, (c) research, technical, commercial, proprietary, or financial information that the party has maintained as confidential, (d) medical information, including protected health information (“PHI”) concerning any individual, (e) personal identity information, (f) income tax returns (including attached schedule and forms), W-2 forms and 1099 forms, or (g) personnel or employment records of a person who is not a party to the case, all of which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information

1 (including information implicating privacy rights of third parties), information  
2 otherwise generally unavailable to the public, or which may be privileged or  
3 otherwise protected from disclosure under state or federal statutes, court rules, case  
4 decisions, or common law. Accordingly, to expedite the flow of information, to  
5 facilitate the prompt resolution of disputes over confidentiality of discovery  
6 materials, to adequately protect information the parties are entitled to keep  
7 confidential, to ensure that the parties are permitted reasonable necessary uses of  
8 such material in preparation for and in the conduct of trial, to address their  
9 handling at the end of the litigation, and serve the ends of justice, a protective order  
10 for such information is justified in this matter. It is the intent of the parties that  
11 information will not be designated as confidential for tactical reasons and that  
12 nothing be so designated without a good faith belief that it has been maintained in  
13 a confidential, non-public manner, and there is good cause why it should not be  
14 part of the public record of this case.

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21 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**  
22 **UNDER SEAL**

23 The parties further acknowledge, as set forth in Section 12.3, below, that this  
24 Stipulated Protective Order does not entitle them to file confidential information  
25 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
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1 and the standards that will be applied when a party seeks permission from the court  
2 to file material under seal.  
3

4       There is a strong presumption that the public has a right of access to judicial  
5 proceedings and records in civil cases. In connection with non-dispositive motions,  
6 good cause must be shown to support a filing under seal. See Kamakana v. City  
7 and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.  
8 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony  
9 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective  
10 orders require good cause showing), and a specific showing of good cause or  
11 compelling reasons with proper evidentiary support and legal justification, must be  
12 made with respect to Protected Material that a party seeks to file under seal. The  
13 parties' mere designation of Disclosure or Discovery Material as  
14 CONFIDENTIAL does not—without the submission of competent evidence by  
15 declaration, establishing that the material sought to be filed under seal qualifies as  
16 confidential, privileged, or otherwise protectable—constitute good cause.  
17

18       Further, if a party requests sealing related to a dispositive motion or trial,  
19 then compelling reasons, not only good cause, for the sealing must be shown, and  
20 the relief sought shall be narrowly tailored to serve the specific interest to be  
21 protected. See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir.  
22 2010). For each item or type of information, document, or thing sought to be filed  
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1 or introduced under seal in connection with a dispositive motion or trial, the party  
2 seeking protection must articulate compelling reasons, supported by specific facts  
3 and legal justification, for the requested sealing order. Again, competent evidence  
4 supporting the application to file documents under seal must be provided by  
5 declaration.  
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8 Any document that is not confidential, privileged, or otherwise protectable  
9 in its entirety will not be filed under seal if the confidential portions can be  
10 redacted. If documents can be redacted, then a redacted version for public viewing,  
11 omitting only the confidential, privileged, or otherwise protectable portions of the  
12 document, shall be filed. Any application that seeks to file documents under seal in  
13 their entirety should include an explanation of why redaction is not feasible.  
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## 18 **2. DEFINITIONS**

19 2.1 Action: this pending federal lawsuit.

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21 2.2 Challenging Party: a Party or Non-Party that challenges the  
22 designation of information or items under this Order.

23  
24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
25 how it is generated, stored or maintained) or tangible things that qualify for  
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
27 the Good Cause Statement.  
28

1           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
2 their support staff).  
3

4           2.5    Designating Party: a Party or Non-Party that designates information or  
5 items that it produces in disclosures or in responses to discovery as  
6 “CONFIDENTIAL.”  
7

8           2.6    Disclosure or Discovery Material: all items or information, regardless  
9 of the medium or manner in which it is generated, stored, or maintained (including,  
10 among other things, testimony, transcripts, and tangible things), that are produced  
11 or generated in disclosures or responses to discovery in this matter.  
12

13           2.7    Expert: a person with specialized knowledge or experience in a matter  
14 pertinent to the litigation who has been retained by a Party or its counsel to serve  
15 as an expert witness or as a consultant in this Action.  
16

17           2.8    House Counsel: attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside  
19 counsel.  
20

21           2.9    Non-Party: any natural person, partnership, corporation, association or  
22 other legal entity not named as a Party to this action.  
23

24           2.10   Outside Counsel of Record: attorneys who are not employees of a  
25 party to this Action but are retained to represent or advise a party to this Action  
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1 and have appeared in this Action on behalf of that party or are affiliated with a law  
2 firm that has appeared on behalf of that party, and includes support staff.

3  
4 2.11 Party: any party to this Action, including all of its officers, directors,  
5 employees, consultants, retained experts, and Outside Counsel of Record (and their  
6 support staffs).

7  
8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10  
11 2.13 Professional Vendors: persons or entities that provide litigation  
12 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15  
16 2.14 Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18  
19 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

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23 **3. SCOPE**

24  
25 The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or  
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.  
3

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.  
6  
7

#### 8 **4. DURATION**

9 Once a case proceeds to trial, information that was designated as  
10 CONFIDENTIAL or maintained pursuant to this protective order used or  
11 introduced as an exhibit at trial becomes public and will be presumptively  
12 available to all members of the public, including the press, unless compelling  
13 reasons supported by specific factual findings to proceed otherwise are made to the  
14 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
15 (distinguishing “good cause” showing for sealing documents produced in  
16 discovery from “compelling reasons” standard when merits-related documents are  
17 part of court record). Accordingly, the terms of this protective order do not extend  
18 beyond the commencement of the trial.  
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1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3  
4 Each Party or Non-Party that designates information or items for protection  
5 under this Order must take care to limit any such designation to specific material  
6 that qualifies under the appropriate standards. The Designating Party must  
7  
8 designate for protection only those parts of material, documents, items or oral or  
9 written communications that qualify so that other portions of the material,  
10  
11 documents, items or communications for which protection is not warranted are not  
12 swept unjustifiably within the ambit of this Order.

13  
14 Mass, indiscriminate or routinized designations are prohibited. Designations  
15 that are shown to be clearly unjustified or that have been made for an improper  
16 purpose (e.g., to unnecessarily encumber the case development process or to  
17  
18 impose unnecessary expenses and burdens on other parties) may expose the  
19 Designating Party to sanctions.

20  
21 If it comes to a Designating Party's attention that information or items that it  
22 designated for protection do not qualify for protection, that Designating Party must  
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.  
24

25 5.2 Manner and Timing of Designations.

26 Except as otherwise provided in this Order (see, e.g., second paragraph of  
27 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
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1 Discovery Material that qualifies for protection under this Order must be clearly so  
2 designated before the material is disclosed or produced.  
3

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or trial  
7 proceedings), that the Producing Party affix at a minimum, the legend  
8 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
9 contains protected material. If only a portion of the material on a page qualifies for  
10 protection, the Producing Party also must clearly identify the protected portion(s)  
11 (e.g., by making appropriate markings in the margins).  
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15 A Party or Non-Party that makes original documents available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated  
17 which documents it would like copied and produced. During the inspection and  
18 before the designation, all of the material made available for inspection shall be  
19 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
20 documents it wants copied and produced, the Producing Party must determine  
21 which documents, or portions thereof, qualify for protection under this Order.  
22 Then, before producing the specified documents, the Producing Party must affix  
23 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
24 only a portion of the material on a page qualifies for protection, the Producing  
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1 Party also must clearly identify the protected portion(s) (e.g., by making  
2 appropriate markings in the margins).

3  
4 (b) for testimony given in depositions that the Designating Party  
5 identifies the Disclosure or Discovery Material on the record, before the close of  
6 the deposition all protected testimony.

7  
8 (c) for information produced in some form other than documentary and  
9 for any other tangible items, that the Producing Party affix in a prominent place on  
10 the exterior of the container or containers in which the information is stored the  
11 legend “CONFIDENTIAL.” If only a portion or portions of the information  
12 warrants protection, the Producing Party, to the extent practicable, shall identify  
13 the protected portion(s).

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15  
16 Any copies that are made of any documents marked “CONFIDENTIAL”  
17 shall also be marked, except that indices, electronic databases or lists of documents  
18 that do not contain substantial portions or images of the text of marked documents  
19 and do not otherwise disclose the substance of the Confidential Information are not  
20 required to be marked.

### 21 22 23 5.3 Inadvertent Failures to Designate.

24  
25 If timely corrected, an inadvertent failure to designate qualified information  
26 or items does not, standing alone, waive the Designating Party’s right to secure  
27 protection under this Order for such material. Upon timely correction of a  
28

1 designation, the Receiving Party must make reasonable efforts to assure that the  
2 material is treated in accordance with the provisions of this Order.

3  
4 5.4 Documents Produced by Non-Parties or Non-Producing Parties.

5 A party may also designate documents or other materials produced by Non-  
6 Parties or non-Producing Parties as Confidential Information, as long as such  
7 designation is timely made. Upon timely designation, the Receiving Party must  
8 make reasonable efforts to assure that the material is treated in accordance with the  
9 provisions of this Order.  
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14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges.

16 Any Party or Non-Party may challenge a designation of confidentiality at  
17 any time that is consistent with the Court's Scheduling Order.  
18

19 6.2 Meet and Confer.

20 The Challenging Party shall initiate the dispute resolution process under  
21 Local Rule 37.1 et seq.  
22

23 6.3 Burden of Persuasion.

24 The burden of persuasion in any such challenge proceeding shall be on the  
25 Designating Party. Frivolous challenges, and those made for an improper purpose  
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
27  
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1 expose the Challenging Party to sanctions. Unless the Designating Party has  
2 waived or withdrawn the confidentiality designation, all parties shall continue to  
3 afford the material in question the level of protection to which it is entitled under  
4 the Producing Party’s designation until the Court rules on the challenge.  
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## 8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

### 9 **7.1 Basic Principles.**

10  
11 A Receiving Party may use Protected Material that is disclosed or produced  
12 by another Party or by a Non-Party in connection with this Action only for  
13 prosecuting, defending or attempting to settle this Action. Such Protected Material  
14 may be disclosed only to the categories of persons and under the conditions  
15 described in this Order. When the Action has been terminated, a Receiving Party  
16 must comply with the provisions of section 13 below (FINAL DISPOSITION).  
17  
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19 Protected Material must be stored and maintained by a Receiving Party at a  
20 location and in a secure manner that ensures that access is limited to the persons  
21 authorized under this Order.  
22

### 23 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.**

24  
25 Unless otherwise ordered by the court or permitted in writing by the  
26 Designating Party, a Receiving Party may disclose any information or item  
27 designated “CONFIDENTIAL” only to:  
28

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
2 well as employees of said Outside Counsel of Record to whom it is reasonably  
3 necessary to disclose the information for this Action;

4  
5 (b) the officers, directors, and employees (including House Counsel) of  
6 the Receiving Party to whom disclosure is reasonably necessary for this Action;

7  
8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

11  
12 (d) the court and its personnel;

13  
14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

18  
19 (g) the author or recipient of a document containing the information or a  
20 custodian or other person who otherwise possessed or knew the information;

21  
22 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
24 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
25 they will not be permitted to keep any confidential information unless they sign the  
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
27  
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1 agreed by the Designating Party or ordered by the court. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal Protected Material may  
3 be separately bound by the court reporter and may not be disclosed to anyone  
4 except as permitted under this Stipulated Protective Order;  
5

6 (i) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions; and  
8

9 (j) other persons only by written consent of the Producing Party or upon  
10 order of the Court and on such conditions as may be agreed or ordered.  
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14 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
15 **PRODUCED IN OTHER LITIGATION**

16 If a Party is served with a subpoena or a court order issued in other litigation  
17 that compels disclosure of any information or items designated in this Action as  
18 “CONFIDENTIAL,” that Party must:  
19

20 (a) promptly notify in writing the Designating Party. Such notification  
21 shall include a copy of the subpoena or court order;  
22

23 (b) promptly notify in writing the party who caused the subpoena or order  
24 to issue in the other litigation that some or all of the material covered by the  
25 subpoena or order is subject to this Protective Order. Such notification shall  
26 include a copy of this Stipulated Protective Order; and  
27  
28

1 (c) cooperate with respect to all reasonable procedures sought to be  
2 pursued by the Designating Party whose Protected Material may be affected.  
3

4 If the Designating Party timely seeks a protective order, the Party served  
5 with the subpoena or court order shall not produce any information designated in  
6 this action as “CONFIDENTIAL” before a determination by the court from which  
7 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
8 permission. The Designating Party shall bear the burden and expense of seeking  
9 protection in that court of its confidential material and nothing in these provisions  
10 should be construed as authorizing or encouraging a Receiving Party in this Action  
11 to disobey a lawful directive from another court.  
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16 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
17 **PRODUCED IN THIS LITIGATION**  
18

19 (a) The terms of this Order are applicable to information produced by a  
20 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
21 produced by Non-Parties in connection with this litigation is protected by the  
22 remedies and relief provided by this Order. Nothing in these provisions should be  
23 construed as prohibiting a Non-Party from seeking additional protections.  
24  
25

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
28



1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3  
4 (1) promptly notify in writing the Requesting Party and the Non  
5 Party that some or all of the information requested is subject to a confidentiality  
6 agreement with a Non-Party;  
7

8 (2) promptly provide the Non-Party with a copy of the Stipulated  
9 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
10 specific description of the information requested; and  
11

12 (3) make the information requested available for inspection by the  
13 Non-Party, if requested.  
14

15 (c) If the Non-Party fails to seek a protective order from this court within  
16 14 days of receiving the notice and accompanying information, the Receiving  
17 Party may produce the Non-Party's confidential information responsive to the  
18 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
19 Party shall not produce any information in its possession or control that is subject  
20 to the confidentiality agreement with the Non-Party before a determination by the  
21 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
22 expense of seeking protection in this court of its Protected Material.  
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1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has  
3 disclosed Protected Material to any person or in any circumstance not authorized  
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
6 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
7 the person or persons to whom unauthorized disclosures were made of all the terms  
8 of this Order, and (d) request such person or persons to execute the  
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
10 A.  
11  
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15  
16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
17 **OTHERWISE PROTECTED MATERIAL**  
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19 When a Producing Party gives notice to Receiving Parties that certain  
20 inadvertently produced material is subject to a claim of privilege or other  
21 protection, the obligations of the Receiving Parties are those set forth in Federal  
22 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
23 whatever procedure may be established in an e-discovery order that provides for  
24 production without prior privilege review. Pursuant to Federal Rule of Evidence  
25 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
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1 of a communication or information covered by the attorney-client privilege or  
2 work product protection, the parties may incorporate their agreement in the  
3 stipulated protective order submitted to the court.  
4

5 In the event that a document protected by the attorney-client privilege, work  
6 product doctrine, or other immunity is inadvertently produced by any party to this  
7 proceeding, the Producing Party may request that the document be returned. In the  
8 event that such a request is made, all Receiving Parties shall promptly return all  
9 copies of the document in their possession, custody, or control to the Producing  
10 Party and the inadvertent disclosure of privileged information shall not be deemed  
11 a waiver with respect to that document or other documents involving similar  
12 subject matter.  
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## 18 **12. MISCELLANEOUS**

### 19 **12.1 Right to Further Relief.**

20  
21 Nothing in this Order abridges the right of any person to seek its  
22 modification by the Court in the future.  
23

### 24 **12.2 Right to Assert Other Objections.**

25 By stipulating to the entry of this Protective Order, no Party waives any right  
26 it otherwise would have to object to disclosing or producing any information or  
27 item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
28

1 Party waives any right to object on any ground to use in evidence of any of the  
2 material covered by this Protective Order.  
3

#### 4 12.3 Filing Protected Material.

5 A Party that seeks to file under seal any Protected Material must comply  
6 with Local Civil Rule 79-5. Protected Material may only be filed under seal  
7 pursuant to a court order authorizing the sealing of the specific Protected Material  
8 at issue. If a Party's request to file Protected Material under seal is denied by the  
9 court, then the Receiving Party may file the information in the public record unless  
10 otherwise instructed by the court.  
11  
12

#### 13 12.4 Action by the Court.

14 Applications to the Court for an order relating to Protected Material shall be  
15 by motion. Nothing in this Order or any action or agreement of a party under this  
16 Order limits the Court's power to make orders concerning the disclosure of  
17 documents produced in discovery or at trial.  
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### 22 **13. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraph 4, within  
24 60 days of a written request by the Designating Party, each Receiving Party must  
25 return all Protected Material to the Producing Party or destroy such material. As  
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
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1 compilations, summaries, and any other format reproducing or capturing any of the  
2 Protected Material. Whether the Protected Material is returned or destroyed, the  
3 Receiving Party must submit a written certification to the Producing Party (and, if  
4 not the same person or entity, to the Designating Party) by the 60 day deadline that  
5 (1) identifies (by category, where appropriate) all the Protected Material that was  
6 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
7 copies, abstracts, compilations, summaries or any other format reproducing or  
8 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
9 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
10 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
11 and trial exhibits, expert reports, attorney work product, and consultant and expert  
12 work product, even if such materials contain Protected Material. Any such archival  
13 copies that contain or constitute Protected Material remain subject to this  
14 Protective Order as set forth in Section 4 (DURATION).

15  
16 The parties agree that the Receiving Party shall not be required to locate,  
17 isolate and return or destroy e-mails (including attachments to e-mails) that may  
18 include Confidential Information, or Confidential Information contained in  
19 deposition transcripts or drafts or final expert reports.  
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1 **14. VIOLATION**

2 Any violation of this Order may be punished by appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary sanctions.  
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6  
7 **15. COLLATERAL LITIGATION**

8 Nothing in this order shall alter, modify, or supersede the rights granted to  
9 the parties in this case through the protective order in the Lakes v. Bath & Body  
10 Works, LLC, Case No. 2:16-cv-02989-MCE-AC case.  
11

12  
13  
14 **16. PERSONS BOUND**

15 This Order shall take effect when entered and shall be binding upon all  
16 counsel of record and their law firms, the parties, and persons made subject to this  
17 Order by its terms.  
18

19  
20  
21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
22

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1 Barry Novack hereby attests under Local Rule 5-4.3.4(2)(i) that all other  
2 signatories who are listed, and on whose behalf this Stipulated Protective Order is  
3 submitted, concur in this Stipulated Protective Order's content and have authorized  
4 its filing.  
5

6 THE LAW OFFICES OF BARRUY NOVACK  
7

8  
9 DATED: April 30, 2019

By: /s/ Barry Novack  
BARRY NOVACK  
Attorneys for Plaintiffs DENISE ALLEN  
and KENNETH ALLEN  
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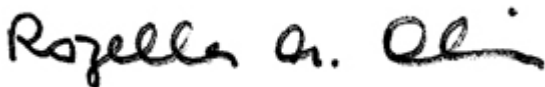
15 GORDON REES SCULLY MANSUKHANI, LLP  
16

17 DATED: April 30, 2019

By: /s/ Casey C. Shaw  
IAN G. WILLIAMSON  
CASEY C. SHAW  
Attorneys for Defendants GLOBALTECH  
INDUSTRIES, INC., BATH & BODY WORKS,  
LLC and L BRANDS, INC.  
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22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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24 DATED: April 30, 2019

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26  
27 HON. ROZELLA A. OLIVER  
United States Magistrate Judge  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of *Allen v. Bath & Body Works, LLC*, Case No. 2:18-cv-  
08362-AB-RAO. I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of  
this action.

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1 I hereby appoint \_\_\_\_\_ [print or type full name] of  
2 \_\_\_\_\_ [print or type full address and  
3 telephone number] as my California agent for service of process in connection with  
4 this action or any proceedings related to enforcement of this Stipulated Protective  
5 Order.  
6  
7

8  
9 Date: \_\_\_\_\_  
10

11 City and State where sworn and signed: \_\_\_\_\_  
12

13 Printed name: \_\_\_\_\_  
14

15 Signature: \_\_\_\_\_  
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